

Bureau of Indian Affairs – Palm Springs Agency
 Checklist for New Commercial **Subleases §162.453-456**

REVIEW	ITEMS TO CONSIDER	CROSS REFERENCE	STAFF COMMENTS / NOTES
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<input checked="" type="checkbox"/>	Realty Specialist assigned to project		
	Master Lease Number / TAAMS ID		PSL-xxx /
	Allotment No., and Section, Township & Range and acres.		
	Indian Landowners/ Lessor(s)		
	Master Lessee / Sublessor		
	Sub-Lessee		
	<i>If applicable</i> , Sub-sublessee		
	REQUIRED DOCUMENTATION FOR A COMPLETE PACKAGE		Lessee to fill out this portion
	Sublease submitted to the Agency for review and approval. <i>Is landowner consent required? See Master lease</i> ___ Legal Description attached (2 to 3 originals) with all required signatures notarized ___ 162.454 Lessee must notify all Indian Landowners	Tab 1	How many originals: Proof of mailing received:
	Case Initiation Letter Received <i>(Letter of intent - explaining proposal.)</i> <i>(Encode in Realty Tracking)</i>	Tab 2	Date received: Due Date for Acknowledgement Letter:
	Administrative Fee ___ <i>(Cost \$500)</i> ___ \$500 Rush Status (5 to 10 days) ___ \$250 Pre-review before executed document ___ \$250 for BIA additional services Payable to the “ACBCI Commercial” Palm Springs Agency PO Box 2245 Palm Springs CA 92263	Tab 3	Date received:
	Request Corporate Documents : (Sublessee) ___ Articles of Incorporation / Corp./ HOA ___ Partnership Agreement / LP ___ Articles of Organization or Cert. of formation/ LLC ___ Financial Statement/ Certificate of Good Standing/ or Credit report ___ Fictitious Name Filing ___ Homeowner’s Association (List of Officers) ___ Evidence of signing authority – must match the signatures on Sublease	Tab 4	

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	Certificate of Liability Insurance Must state the following: Example: <i>Business Lease No. PSL-XXX, NAME OF LEASE</i> <i>Additional insured parties: The United States Department of Interior, Bureau of Indian Affairs-Palm Springs Agency, Indian landowners (Lessors) (names) or heirs of . . . and their Allotment(s): 12x, 12x</i>	Tab 5	Expiration date: <input type="checkbox"/> Liability Insurance <input type="checkbox"/> Property Insurance
	Preliminary Title Report	Tab 6	
	Sureties Consent: 162.456(a)(2) Has the Lessee mortgagees or sureties consented. (check for Deed of Trust)	Tab 7	
BIA	(BIA) Run a Title Status Report & Tract History Report <input type="checkbox"/> Verify legal and acreage is correct <input type="checkbox"/> No outstanding encumbrances on the leased premises	Tab 8	Date of Report:
To be reviewed by Region	(BIA) Categorical Exclusion Exception Review (CEER)	Tab 9	
BIA	Request reconciliation from accounting on the Master Lease, if applicable, to ensure the lease and sublease are not in default. Request if Certified Statements of Gross Receipts have been received.	Tab 10	Date requested: Date received: Any amounts Due: Statements of Gross Receipts:
25 CFR 162.413 Mandatory Provisions a lease must contain: EFFECTIVE 1/04/2013			
	(a) All business lease must identify: (1) The tract or parcel of land being leased	Pg.	Art. ____ , Land Description
	(2) The purpose of the lease and authorized uses of the leased Premises	Pg.	Art. ____ , Purpose of Lease
	(3) The parties to the lease; <i>Have consent requirements been met. (see Master Lease)</i>	Pg.	Art. ____ , Parties
	(4) The term of the lease; (see §162.411) <i>Not to exceed the term of the Master Lease</i>	Pg.	Art. ____ , Term
	(5) The ownership of permanent improvements and The responsibility for constructing, operating, maintaining, and managing permanent improvements under § 162.415;	Pg.	Art. ____ , Removal of Improvements
	(6) Payment requirements and late payment charges, including interest;	Pg.	Art. ____ , Rentals –

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	(7) Due diligence requirements under § 162.417 <i>(Does not apply to leases for religious, educational, recreational, cultural or other public purposes)</i>	Pg.	Art. ____, Improvements & Completion
	(8) Insurance requirements under § 162.437; and	Pg.	Art. ____, Public Liability Insurance – Art. ____, Fire and Damage Insurance
	(9) Bonding requirements under § 162.434. <i>If a performance bond is required, the lease must state that the lessee must obtain the consent of the surety for any legal instrument that directly affects their obligations and liabilities. For Tribal land see § 162.434 (2)(f)(1) we may waive requirement . . .</i>	Pg.	Art. ____, Bonding
	(b) Where a representative executes a lease on behalf of an Indian landowner or lessee, the lease must identify the landowner or lessee being represented and the authority under which the action is taken.	Pg.	Art. ____,
(c) ALL BUSINESS LEASES MUST INCLUDE THE FOLLOWING PROVISIONS			
	(1) The obligations of the lessee and its sureties to the Indian landowners are also enforceable by the United States, so long as the land remains in trust or restricted status;	Pg.	Art. __, Lessee’s obligations
	(2) There must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the leased premises;	Pg.	Art. __ Unlawful Use
	(3) The lessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements under § 162.014;	Pg.	Art. __ Unlawful Use
	(4) If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition;	Pg.	Art. __, Arch, cultural, Historic
	(5) BIA has the right, at any reasonable time during the term of the lease and upon reasonable notice, in accordance with § 162.464, to enter the leased premises for inspection and to ensure compliance; and	Pg.	Art. ____, Inspection
	(6) BIA may, at its discretion, treat as a lease	Pg.	Art. ____,

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	violation any failure by the lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and Duplication.		
(d) UNLESS THE LESSEE WOULD BE PROHIBITED BY LAW FROM DOING SO, THE LEASE MUST ALSO CONTAIN THE FOLLOWING PROVISIONS			
	(1) The lessee holds the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the lessee’s use or occupation of the leased premises; and	Pg.	Art. ____, Indemnification
	(2) The lessee indemnifies the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners’ negligence or willful misconduct.	Pg.	Art. ____, Hazardous Materials
	(e) We may treat any provision of a lease document that violates Federal law as a violation of the lease.	Pg. ____	Art. ____ General Provisions
	§ 162.412 Option to Renew- A proposed lease must state if there is an option to renew , and if so, provide for a definite term for the renewal period	Pg. ____	Art. ____
ADDITIONAL CONSIDERATIONS:			
	SL to ensure the lease contains language indicating that the master lease prevails in the event of a conflict between the sublease and the master lease	Pg. ____	Art. ____
	Rents	Pg. ____	Art. ____
	Payment Due Date(s)	Pg. ____	Art. ____
	CPI Adjustments (must match with Master Lease)	Pg. ____	Art. ____
	CPI Index Used	Pg. ____	Art. ____
	% Percentage Rental	Pg. ____	Art. ____
	Inducement Payment (If Applicable)	Pg. ____	Art. ____
	Subleasehold Transfer Fees	Pg. ____	Art. ____
	Subleasehold Encumbrance Fees	Pg. ____	Art. ____
	Past Due Rental	Pg. ____	Art. ____
	Encumbrance <i>Consent requirements for approval?</i>	Pg. ____	Art. ____
	Agreements for Utility Facilities (Service Line Agreements)	Pg. ____	Art. ____

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	ROWS for Streets & Utility <i>Consent requirements for approval?</i>	Pg. ____	Art. ____
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